

**COUNTY OF SAN BERNARDINO
WORKFORCE INVESTMENT BOARD
REQUEST FOR PROPOSAL
FOR
LEAN AND BUSINESS CONSULTING SERVICES
WDD PY 09/10-02**



Administered by:

DEPARTMENT OF WORKFORCE DEVELOPMENT

215 North D Street, Suite #301
San Bernardino, CA 92415-0046
(909) 387-9862
Sandra Harmsen, Director

Funded by Title I of the Workforce Investment Act of 1998 and
the American Recovery and Reinvestment Act of 2009

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I. INTRODUCTION

A. Purpose

The County of San Bernardino Department of Workforce Development (WDD), hereinafter referred to as the "County", is seeking proposals from interested and qualified organizations and entities, hereinafter referred to as "Contractors", to provide LEAN and Business Services Consulting to local businesses under a Fee-for-Service contract for the period on or before February 1, 2010 through June 30, 2010. The number of awards will be determined by the cost and quality of the proposals received. An amount not to exceed seven hundred fifty thousand dollars (\$750,000) has been allocated for these services for the period indicated.

B. Minimum Contractor Requirements

Contractors must:

1. Have no record of unsatisfactory performance. Contractors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Contractor, shall be presumed to be unable to meet this requirement.
2. Have the ability to fulfill contract requirements, including the indemnification and insurance requirements.
3. Have the ability to maintain adequate files and records and meet statistical reporting requirements.
4. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
5. Have a minimum of two (2) years experience in providing LEAN and/or Business Consulting Services to private businesses.
6. Meet other presentation and participation requirements listed in this Request For Proposal (RFP).

C. Correspondence

All correspondence, including proposals, is to be submitted to:

County of San Bernardino
Department of Workforce Development
ATTN: Contracts and Fiscal Unit (RFP WDD PY 09/10-02)
215 North D Street, Suite #301
San Bernardino, CA 92415-0046

Miguel McQueen, (909) 387-9885, MMcQueen@wdd.sbcounty.gov

During the proposal and evaluation process, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. Only if authorized by the County's contact, may other County staff provide information. Any violation of this procedure may be grounds for disqualification of the Contractor. It is the responsibility of the Contractor to ensure that the proposal arrives in a timely manner.

D. Proposal Submission Deadline

All proposals must be received at the address listed in Paragraph C of this Section no later than 4:00 p.m. on Friday, December 11, 2009. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late proposals will not be considered.

II. PROCUREMENT TIMELINE

- | | | |
|----|---|--|
| A. | Deadline for Questions | 4:00 PM, Friday, December 4, 2009 |
| B. | Posting of Questions & Answers | 12:00 PM, Tuesday, December 8, 2009 |
| C. | Deadline for proposals | 5:00 PM, Friday, December 11, 2009 |
| D. | Tentative date for Mailing Award/Denial Letters | Friday, December 18, 2009 |
| E. | Tentative deadline for protests | Monday, December 28, 2009 |
| F. | Tentative date for awarding of Contract(s) | Tuesday, January 12, 2010 |
| G. | Tentative start date for Contract(s) | Monday, February 1, 2010 |

III. PROPOSAL CONDITIONS

A. Contingencies

Funding for this program is contingent on state, federal, and local funding. This RFP does not commit the County to award a Contract. The County realizes that conditions other than cost are important and will award a contract based on the proposal that best meets the needs of the County.

The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Contractors in writing if the County rejects all proposals.

B. Modifications

The County has the right to issue addenda or amendments to this RFP. The County also reserves the right to terminate this procurement process at any time.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this proposal. **It is the Contractor's responsibility to ensure that its proposal arrives on or before the specified time.** All proposals and materials submitted become the property of the County. All proposals shall be submitted in the name of the entity with legal authority to execute the contract should it be awarded.

D. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting contract, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Contractor may be terminated from the RFP process or in the event a contract has been awarded, the contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

E. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request and Contractor agrees that all costs incurred in developing this proposal are the Contractor's responsibility.

F. Proposal Confidentiality

Contractors should be aware that proposals are subject to the California Public Records Act (Gov. Code, §6250, et seq). If any proposal contains trade secrets or other information, which is proprietary by law, the Contractor must notify the County of its request to keep that information confidential.

The request to keep proprietary information confidential must be made in writing and attached to the envelope or other medium used to submit the proposal. The confidential or proprietary information shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response.

The County will review the request and notify the Contractor in writing of its decision as to whether confidentiality can be maintained under law. If confidentiality cannot be maintained, the Contractor has the option of withdrawing the proposal or advising the County of its understanding that this information will become public record. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

In the event a public records request is made for information designated by the Contractor as confidential or proprietary and if the County has made a determination as to the confidential or proprietary nature of the information, the County will notify the Contractor of the request. The Contractor will have an opportunity, at its own expense, to seek a determination from the appropriate court as to the disclosure or non-disclosure of the information.

G. Negotiations

The County may require the potential Contractor(s) selected to participate in negotiations, and to submit revisions to pricing, technical information and/or other items from their proposal(s) as may result from these negotiations.

H. Level of Service

For any contract awarded as a result of this RFP, no minimum or maximum number of referrals can be guaranteed by the County.

I. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance anytime within one hundred twenty (120) days after the proposal opening and up to the end of the agreement period. The County reserves the right to reject any or all proposals.

The County realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the County. While cost may not be the primary factor in the evaluation process, it is an important factor.

J. Local Preference

The County of San Bernardino has adopted a preference for Contractors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods or supplies.

For purposes of the application of the local preference policy (County Policy 11-12), "principal place of business" is defined as the Contractor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the contractor's main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a minimum of six (6) months prior to the date that the approval authority authorizes the circulation of an LOS/RFQ/Quote for any contract, agreement, or purchase order to which it responds; and
- Can demonstrate on-going business activity in the field of endeavor on which the Contractor is proposing, from that office during the preceding six (6) months; and
- Has a minimum of twenty-five percent (25%) of the Contractor's full time management employees and twenty-five percent (25%) of its full-time regular employees working from the San Bernardino County location(s).

The County's Local Preference Policy means for example, if two contractors are responding to this RFP and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the contractors is a local contractor. If one of the Contractors is a local Contractor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other Contractor's quoted price or cost, unless it is determined that an exemption applies, staff should recommend the local Contractor for the contract award.

K. Formal Agreement

Contractor will be required to enter into a formal agreement with the County. This RFP sets forth some of the general provisions which will be included in the final contract. In submitting a response to this RFP, Contractor will be deemed to have agreed to each clause unless the proposal identifies an objection and County agrees to a change of language in writing. All objections to any provisions of the final contract should be listed as an Attachment E – Exceptions to RFP/Sample Contract. The County is under no obligation to agree to any or all of such proposed changes.

L. Final Authority

The final authority to award contracts as a result of this RFP rests solely with the County of San Bernardino Board of Supervisors.

M. Electronic Funds Transfer Program

The Contractor shall accept all payments from the County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. The Contractor shall promptly comply with directions and accurately complete forms provided by the County required to process EFT payments.

IV. PROGRAM DESCRIPTION/REQUIREMENTS

A. Definitions

1. LEAN – A production practice that considers the expenditure of resources for any goal other than the creation of value for the end customer to be wasteful, and thus a target for elimination. Working from the perspective of the customer who consumes a product or service, "value" is defined as any action or process that a customer would be willing to pay for.
2. Business Consulting Services - The practice of helping organizations improve their performance, primarily through the analysis of existing business practices and development of plans for improvement including, but not limited to, the provision of organizational change, management assistance, development of coaching skills,

technology implementation, strategy development, and/or operational improvement services.

3. American Recovery and Reinvestment Act (ARRA) – Signed into law on February 17, 2009, ARRA is intended to preserve and create jobs, promote economic recovery, and to assist those most impacted by the recession.
4. Contractor – Any eligible person or organization that prepares and timely submits a proposal that is responsive to this RFP.
5. Demand Industry Clusters – Industry clusters identified by the local Workforce Investment Board (WIB) that represent those occupations that have the highest potential for long-term, high-demand, career-oriented employment opportunities. The WIB has identified five (5) critical demand industry clusters for the San Bernardino County region. These are: Advanced Manufacturing, Aviation, Green Technologies, Health Care, and Logistics/Transportation
6. Department of Workforce Development (WDD) – The County of San Bernardino Department of Workforce Development that administers and operates programs under the Workforce Investment Act of 1998.
7. Request For Proposal (RFP) – A document is used to solicit a solution or solutions from potential Contractors for a specific problem or need. Although price is important, originality and effectiveness of the proposal, location, and the background of the Contractor are evaluated in addition to the proposed price.
8. Workforce Investment Act (WIA) – Signed into law on August 7, 1998, this law replaces the former Job Training Partnership Act (JTPA). WIA reforms federal job training programs and mandates more comprehensive activities and training programs.
9. Workforce Investment Board (WIB) – A public policy body appointed by the County of San Bernardino Board of Supervisors with the responsibility for providing strategic planning and policy development of the County's Workforce Investment system.

B. Background Information

County Policy 11-05 requires Board of Supervisors' approval for services in excess of one hundred thousand dollars (\$100,000). The WIA sets forth the framework for a national workforce preparation and employment system. Title I of WIA focuses on employment and training being administered at the local level where these needs are best understood. The County of San Bernardino Department of Workforce Development (WDD) is responsible for administering WIA programs for the County. ARRA is intended to preserve and create jobs, promote economic recovery, and to assist those most impacted by the recession. Under ARRA, the County of San Bernardino received funds to supplement WIA allocations for Title I Adult, Dislocated Worker, Youth and Rapid Response to support allowable activities and programs.

C. Program Description

1. Program Objective:

The purpose of this program is to provide businesses throughout the County with LEAN and Business Consulting Services. WDD is utilizing ARRA Rapid Response funding to target services that assist businesses by providing lay-off aversion and job-retention services including, but not limited to, process improvement, strategic and financial planning, quality management systems, new product development, energy efficiency, IT systems and human resource development.

2. Geographic Location(s)

Services must be targeted to and provided to interested businesses located within the County of San Bernardino.

3. Program Requirements:

- a. Qualifications: Each LEAN and/or Business Consulting Services program must follow the guidelines outlined in this section. If Industry accreditation is required, the proposing agency and/or consultant(s) must have the appropriate accreditation and show proof of said accreditation.
- b. Demonstrate program success in areas including, but not limited to:
 1. Workforce training.
 2. Process improvement.
 3. Strategic and financial planning.
 4. Quality management systems.
 5. New product development and diversification of existing products.
 6. Energy services.
 7. Environmental services.
 8. IT systems.
- c. Describe and provide the names of businesses with which you have actually saved jobs and/or improved business processes.
- d. The Contractor shall offer LEAN and/or Business Services Consulting in at least one (1) or more of the following demand industry clusters that upon successful completion provides companies with the tools to successfully retain their business and/or company, increase productivity and efficiency, and avert layoffs:
 1. Advanced Manufacturing - Refers to a range of human activity, from handcraft to high tech, but is most commonly applied to industrial production, in which raw materials are transformed into finished goods on a large scale. Such finished goods may be used for manufacturing other more complex products.
 2. Aviation – Refers to activities involving inspection, performance or supervisory maintenance, preventive maintenance, and the alteration of aircraft and aircraft systems. In the U.S., Aircraft Maintenance Technicians usually refer to themselves as A & Ps for Airframe and Power Plant Mechanics.
 3. Green Technology – Is the application of the environmental sciences to conserve the natural environment and resources, and to curb the negative impacts of human involvement. Sustainable development is the core of environmental technologies. When applying sustainable development as a solution for environmental issues, the solutions need to be socially equitable, economically viable, and environmentally sound. Examples of such technologies include: solar PV retrofitting, solar thermal improvements and/or weatherization improvements, water reclamation and treatment, and wind technologies.

4. Health Care Occupations – Refers to the treatment and management of illness and the preservation of health through services offered by the medical, dental, complementary and alternative medicine, pharmaceutical, clinical laboratory sciences (in vitro diagnostics), nursing, and allied health professions. Health care embraces all the goods and services designed to promote health, including preventive, curative and palliative interventions, whether directed to individuals or to populations.
5. Logistics/Transportation – Is the management and movement of the flow of goods, information and other resources, including energy and people between the point of origin and the point of consumption in order to meet requirements of consumers. Logistics involves the integration of information, transportation, inventory, warehousing, material-handling and packaging, and occasionally security.

D. Program Considerations:

1. Business Consulting Services

Contractor is required to evaluate a qualified business's current process and make reasonable recommendations for improvement.

2. Identification of Businesses

Contractor is required to identify businesses located within the County of San Bernardino who are interested in receiving Business Consulting Services.

3. Cost of Services

Proposals must include the total cost per consultation, which shall be the same or less than the amount published for the general public.

Contractor will be paid at the agreed upon Fee-for-Service per consultation for each business.

4. Method of Payment

The Contractor shall be reimbursed according to the following benchmark payment schedule:

- a. Identification/Approval - 50% of the total cost for each consultation approved by WDD to an eligible business located within the County of San Bernardino.
- b. Completion - 50% of the total cost upon completion of the consultation.

Payments to a Contractor for services rendered shall be made according to the applicable payment schedule above and supported by the following documentation:

- a. A completed WDD Authorization Form to Provide Business Service must be attached to an invoice.
- b. Proof of service provided and completion of a Business Improvement Plan must be attached to an invoice.

V. CONTRACT REQUIREMENTS

A. General

The Contractor(s) selected may be required to agree to the terms contained below. If the Contractor has any objections, these objections must be addressed in the RFP response to the County or the objections will be deemed to have been waived.

1. Representation of the County

In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

2. Contractor Primary Contact

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify WDD when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days.

3. Change of Address

Contractor shall notify the County in writing of any change in mailing address within ten (10) days of the address change.

4. Contract Assignability

This contract is not assignable, either in whole or in part, without the prior written consent of the County.

5. Subcontracting

Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from the San Bernardino County WDD. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.

6. Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original of the Contract and approved by the required persons and organizations.

7. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge San Bernardino County WDD as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of the County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals,

assembled pursuant to this Contract must be filed with the County prior to publication. Contractor shall receive written permission from the County prior to publication of said training materials.

8. Attorney Fees

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Part B-1 Indemnification.

9. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law, including Section 23-602 (Code of Conduct) of Chapter 23-600 of the CDSS Manual of Policies and Procedures. In the event that County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by County and such conflict may constitute grounds for termination of the agreement.

This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

10. Complaint and Grievance Procedure

Contractor will ensure that staff are knowledgeable on the San Bernardino County WDD Grievance Procedure (Attachment B) and ensure that any complaints by customers are referred to the County in accordance with the procedure.

11. Confidentiality

Contractor shall be required to protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any customer. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract. This provision will remain in force even after the termination of the Contract.

12. Records

Contractor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Said records shall be kept and maintained within the County of San Bernardino.

Records should include, but are not limited to monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all

funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

13. Invoices

Contractor will provide an invoice to the WDD Contracts and Fiscal Unit within ten (10) days following the benchmark achievement.

14. Licenses and Permits

Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses and permits.

15. Health and Safety

Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where program services are provided under the terms of the Contract.

16. Department of Justice Clearance

Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license, which is required to have a DOJ clearance from the State of California, is sufficient proof.

17. Pro-Children Act of 1994

Contractor will comply with Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (20 U.S.C. §6081, et seq).

18. Environmental Regulations

EPA Regulations - If the amount available to Contractor under the Contract exceeds \$100,000, Contractor will agree to comply with the Clean Air Act (42 U.S.C. §7606), Section 508 of the Clean Water Act (33 U.S.C. §1368), Executive Order 11738 [38

Fed. Reg. 25161 (Sept. 10, 1973)] and the Environmental Protection Agency regulations (40 C.F.R. § 15).

State Energy Conservation Clause - Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Cal. Code Reg., tit. 20, §1401, et seq).

19. Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Government wide Debarment and Suspension (45 C.F.R., §76):

- a. The Contractor certifies that it and any potential subcontractors:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at 45 C.F.R. §76.200) by any federal department or agency;
 - 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a) (2) of this certification;
 - 4) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default;
 - b. Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall include an explanation in the proposal.
20. Recycled Paper Products
- The County has adopted a recycled product purchasing standards policy (11-10), which requires Contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the County whenever practicable.
21. Americans with Disabilities Act
- Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA) (42 U.S.C. §12101, et seq).
22. Public Accessibility
- Contractor shall ensure that services provided are accessible by public transportation.
23. Notification
- In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, notification will be made within one working day, in writing and by telephone to the County.
24. Electronic Fund Transfer
- Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

25. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect

26. Termination for Convenience

The County for its convenience may terminate this agreement in whole or in part upon thirty (30) calendar day's written notice. Such adjustment shall provide for payment to the Contractor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

27. Venue

The venue of any action or claim brought by any party to this agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District.

Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this agreement is brought by any third-party and filed in another venue, the parties, hereto, agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

28. Drug and Alcohol-Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this agreement, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- a. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- c. Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this agreement and any other agreement the Contractor has with the County if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

B. Indemnification and Insurance Requirements

1. Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights

The Contractor shall require the carriers of the above-required coverage's to waive all Contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage

The Contractor shall furnish certificates of insurance to the County department administering the Contract evidencing the insurance coverage, including endorsements as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the department(s) and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall

furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and all endorsements immediately upon request.

Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary, and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor(s)/Applicant(s) will be reduced to pay for County purchased insurance.

Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

2. Insurance Specifications

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract term the following types of insurance with limits as shown:

Workers' Compensation/Employers Liability

A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers Compensation Insurance.

Commercial/General Liability Insurance

The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. The policy coverage shall include:

- 1) Premises operations and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations)
- 4) Personal Injury
- 5) Contractual liability
- 6) \$2,000,000 general aggregate limit

Automobile Liability Insurance

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Professional Services Requirements

Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits.

C. Right to Monitor and Audit

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this agreement. Performance evaluation shall include, but will not be limited to, school sites visits, customer interviews, and review of program files and documentation. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.

Contractor shall cooperate with County in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by County.

2. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, federal and state representatives for a period of three years after final payment under the Contract or until all pending County, state and federal audits are completed, whichever is later. Program data shall be retained locally (in the County) and made available upon request or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed fifty dollars (\$50) per hour (including travel time) and be deducted from the following month's claim for reimbursement.

Records of the Contractor, which do not pertain to the program, shall not be subject to audit unless provided for in another agreement.

3. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

4. Independent Audit Provisions:

Contractor will hire a licensed Certified Public Accountant (CPA), approved by County, who shall prepare and file with County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.

VI. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable federal, state, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from WDD Contracts Unit.

B. Civil Rights Compliance

The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with WDD Contracts Unit within 30 days of awarding of the contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, WDD will supply a sample of the Plan format. The Contractor will be monitored by WDD for compliance with provisions of its Civil Rights Plan.

VII. FORMER COUNTY OFFICIALS

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information provided should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the RFP being deemed non-responsive.

VIII. IMPROPER CONSIDERATION

Applicant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this RFP.

The County, by written notice, may immediately reject any proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to

any officer, employee or agent of the County with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from the Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

IX. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The County reserves the right to request the information described herein from the Contractor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Contractor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Contractor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Contractor may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firms business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail. In addition, the selected Contractor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

X. CALIFORNIA PUBLIC RECORDS ACT

All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act (Gov. Code, §6250, et seq). Proposals may contain financial or other data, which constitutes a trade secret. To protect such data from disclosure, Contractor should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages_____ of this proposal response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information, which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Contractor will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the County in making its determination as to whether or not disclosure is proper under federal, state and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury that may result from any disclosure that may occur.

XI. AMERICAN RECOVERY AND REINVESTMENT ACT FUNDING

Use of ARRA Funds and Requirements

1. This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.
2. Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.
3. The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested

by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

4. Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Contractor must contact the County with any questions regarding registration requirements.

Schedule of Expenditure of Federal Awards

1. In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by federal award number consistent with the recipient reports required by ARRA Section 1512 (c). In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.
2. Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

XII. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Contractors are invited to submit a proposal for consideration. Submission of a proposal indicates that the Contractor has read and understands this entire RFP, to include all appendices, attachments, exhibits, schedules, and addendum (as applicable) and agrees that all requirements of this RFP have been satisfied.
2. Proposals must be submitted in the format described in this Section. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Proposals must be received no later than the date and time at the designated location as specified in Section I, Paragraph D - Proposal Submission Deadline.**
5. All proposals and materials submitted become the property of the County.

6. The County reserves the right to reject any and all proposals or portions of proposal or alternates received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests.

B. Proposal Presentation

1. An original, which may be bound, and six (6) unbound copies of the written proposal are required. The original copy must be clearly marked "Master Copy". If one copy of the proposal is not clearly marked "Master Copy", the proposal may be rejected. However, the County may at its sole option select, immediately after proposal opening, one copy to be used as the Master Copy. If discrepancies are found between two or more copies of the proposal, the proposal may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.
2. The package containing the original and copies must be sealed and marked with the Contractor's name and "CONFIDENTIAL – LEAN AND BUSINESS CONSULTING SERVICES, RFP WDD PY09/10-02."
3. All proposals must be submitted on 8 1/2" by 11" recycled paper with double sided printing, unless specifically shown to be impracticable, with no less than 1/2" top, bottom, left and right margins. Proposals must be typed or prepared with word processing equipment and double-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.

C. Proposal Format

Response to this RFP must be in the form of a proposal package in which the content must be submitted in the following sequence and format:

1. Cover Page - Submit a letter, on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal, which must include the following information:
 - a. A statement that the proposal is submitted in response to the RFP for LEAN AND BUSINESS CONSULTING SERVICES, RFP WDD PY 09/10-02.
 - b. A statement indicating which individuals, by name, title, address, and phone number, are **authorized to negotiate** with the County on behalf of the organization/firm.
 - c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization/firm.
2. Table of Contents - A complete table of contents for the entire proposal with respective page numbers opposite each topic is to be included.
3. Statement of Certification – Must include:
 - a. A concise statement of the services proposed that must include the total itemized cost of each consultation service.
 - b. A statement that the Contractor will provide the services as described in the proposal for the period beginning after February 1, 2010, and ending no later the June 30, 2010.
 - c. A statement that the offer made in the proposal is firm and binding for 120 days from the date the proposal is opened and recorded.

- d. A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Contractor or competitor for the purpose of restricting competition.
 - e. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.
 - f. A statement that the Contractor agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a contract awarded.
 - g. A statement that the Contractor agrees to provide the County with any other information that the County determines is necessary for an accurate determination of the Contractor's ability to perform services as proposed.
 - h. A statement that the prospective Contractor, if selected, will comply with all applicable rules, laws, and regulations.
 - i. A list of former County officials (as defined in Section VII) affiliated with the organization. If none, so state.
 - j. The Contractors Duns and Bradstreet Number.
4. Proposal Description - A detailed description of the proposal being made.
- a. Proposal should address, but is not limited to, all items in Section IV, Paragraph C - Program Description.
 - b. Proposal should include the following:
 - 1) Brief synopsis of the Contractor's understanding of the County's needs and how the Contractor plans to meet these needs. This should provide a broad understanding of the Contractor's entire proposal.
 - 2) Narrative description of the proposed business consulting service(s) to achieve the program objective.
 - 3) Consultants' certification(s) documents if appropriate.
 - 4) Program Accreditation documents.
 - 5) Explanation on how the Contractor will meet any program considerations as required.
 - 6) Milestone and deliverable charts as required.
 - 7) Explanation of any assumptions and/or constraints.
5. Statement of Experience - Include the following in this section of the proposal:
- a. Business name of the prospective Contractor and legal entity such as corporation, partnership, etc.
 - b. Number of years the prospective Contractor has been in business under the present business name, as well as related prior business names.
 - c. A statement that the prospective Contractor has a demonstrated capacity to perform the required services.
 - d. List any applicable licenses or permits presently held and indicate ability to obtain any additional licenses or permits that may be required.

- e. A statement that the Contractor has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.
 - f. Experience of principal individuals of the prospective Contractor's present organization in the areas of financial and management responsibility, including names of principal individuals, current position or office and their years of service experience, including capacity, magnitude and type of work.
 - g. With respect to contracts currently in effect, completed, or terminated prior to the original expiration date within the last five years, which involve similar type projects, show for each such contract:
 - 1) Date of completion and duration of each contract.
 - 2) Type of service.
 - 3) Total dollar amount contracted for and amount received.
 - 4) Location of area served.
 - 5) Name and address of agency with which contracted and agency person administering the contract.
 - 6) Reason for termination.
 - 7) If none, so state.
 - h. Controlling interest in any other firms providing equivalent or similar services. If none, so state.
 - i. Financial interest in other lines of business. If none, so state.
 - j. Pending litigation, involving prospective Contractor or any officers, employees, and/or consultants thereof, in connection with contracts. If none, so state.
 - k. Convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants, and employees. If none, so state.
 - l. A statement that the Contractor does not have any commitments or potential commitments which may impact on the Contractor's assets, lines of credit, guarantor letters, or ability to perform the Contract.
6. Subcontractor Information - If a Contractor plans to subcontract any portion of the service delivery described in the RFP, include a written justification for subcontracting. Attach a statement from each subcontractor, signed by a duly authorized officer, employee, or agent of the organization/firm that includes the name and address of the organization/firm, type of work to be performed, percentage of the total work of the proposal. Statement must also include that the subcontractor will perform all work as indicated and will comply with all items as described herein. This information will be used to determine the potential responsibility of the Contractor.
- Any subcontract entered into by the Contractor shall be subject to the applicable requirements of CDSS MPP Division 23, Section 604, and the Contractor shall be responsible for performance of the subcontractor.
7. Audited Financial Statements - Such statements shall be the most recent and complete audited financial statement available and shall be for a fiscal period not more than eighteen (18) months old at time of submission. The financial statements shall be prepared by an independent, certified public accountant. If the audit is of a parent firm, the parent firm shall be party to the Contract. Individuals who are

personally performing the contracted services and governmental agencies are exempt from this requirement.

Although it is in the best interest of the Contractor to submit audited financial statements, a compilation of financial statements will be accepted. Compilations must follow same provisions as audited financial statements stated in this RFP.

Submit an agreement to the right of the County, state and federal governments to audit the prospective Contractor's financial and other records.

8. Insurance - Submit evidence of ability to obtain insurance in the amounts and coverages stated in Section V, Paragraph B - Indemnification and Insurance Requirements.
9. Complaint and Grievance Procedure - Submit a statement that Contractor will develop a procedure to adequately address potential complaints and/or grievances arising from the provision of services.
10. Please do not include any additional information that is not required by this Request for Proposal.

XIII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

All proposals will be subject to a standard review process developed by the County. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based on demonstrated performance.

B. Evaluation Criteria

1. Initial Review - All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.
 - b. Prospective Contractors must meet the requirements as stated in the Minimum Contractor Requirements as outlined in Section I, Paragraph B.

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Contractor will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.
2. Evaluation - Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
 - a. Providing business consulting services specific to LEAN processes in one or more of the demand industry clusters and/or business consulting services in lay-off aversion and job-retention.
 - b. Cost.
 - c. Administrative Capability/Financial Stability.
 - d. Previous experience.

- e. Program design
- f. Ability to provide services within the proposed timeframe
- g. Geographic area served

Selection will be based on determination of which proposal will best meet the needs of the County and the requirements of this RFP.

C. Contract Award

Contract(s) will be awarded based on a competitive selection of proposals received.

The contents of the proposal of the successful Contractor will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

D. Disputes Relating to Proposal Process Award

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Executive Director of the Workforce Investment Board. Contractor may appeal the recommended award or denial of award, providing the following stipulations are met:

1. Appeal must be in writing.
2. Must be submitted within seven (7) calendar days of the date of the recommended award or denial of award letters.

An appeal of a **denial of award** can only be brought on the following grounds:

1. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
2. There has been a violation of conflict of interest as provided by California Government Code Section 87100et seq.
3. A violation of state or federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Sandra Harmsen, Executive Director of the Workforce Investment Board
County of San Bernardino
Department of Workforce Development
215 N. D Street, Suite #301
San Bernardino, CA 92415-0046

E. Final Approval

The final authority to award a Contract(s) rests solely with the County of San Bernardino Board of Supervisors.

LOCATIONS TO BE SERVED

Attachment A

Organization Name: _____

Geographic area(s) to be served (check all that apply)

East Valley:

- | | | |
|--|---|--------------------------------------|
| <input type="checkbox"/> Grand Terrace | <input type="checkbox"/> Patton | <input type="checkbox"/> Yucaipa |
| <input type="checkbox"/> Highland | <input type="checkbox"/> Redlands | <input type="checkbox"/> Bloomington |
| <input type="checkbox"/> Loma Linda | <input type="checkbox"/> Rialto | <input type="checkbox"/> Colton |
| <input type="checkbox"/> Muscoy | <input type="checkbox"/> San Bernardino | <input type="checkbox"/> Other_____ |
| <input type="checkbox"/> Fontana | | |

West Valley:

- | | | |
|--------------------------------------|---|-------------------------------------|
| <input type="checkbox"/> Alta Loma | <input type="checkbox"/> Montclair | <input type="checkbox"/> Upland |
| <input type="checkbox"/> Chino | <input type="checkbox"/> Ontario | <input type="checkbox"/> Other_____ |
| <input type="checkbox"/> Chino Hills | <input type="checkbox"/> Rancho Cucamonga | |

Mountains:

- | | | |
|---|--|--|
| <input type="checkbox"/> Crestline | <input type="checkbox"/> Running Springs | <input type="checkbox"/> Big Bear Lake |
| <input type="checkbox"/> Forest Falls | <input type="checkbox"/> Twin Peaks | <input type="checkbox"/> Other_____ |
| <input type="checkbox"/> Lake Arrowhead | <input type="checkbox"/> Big Bear City | |

Victor Valley:

- | | | |
|---|--------------------------------------|---------------------------------------|
| <input type="checkbox"/> Hesperia | <input type="checkbox"/> Pinon Hills | <input type="checkbox"/> Adelanto |
| <input type="checkbox"/> Lucerne Valley | <input type="checkbox"/> Victorville | <input type="checkbox"/> Apple Valley |
| <input type="checkbox"/> Phelan | <input type="checkbox"/> Wrightwood | <input type="checkbox"/> Other_____ |

North Desert:

- | | | |
|---|---------------------------------------|-------------------------------------|
| <input type="checkbox"/> Barstow | <input type="checkbox"/> Red Mountain | <input type="checkbox"/> Other_____ |
| <input type="checkbox"/> Newberry Springs | <input type="checkbox"/> Ridgecrest | |
| <input type="checkbox"/> Baker | <input type="checkbox"/> Trona | |

Morongo Basin:

- | | | |
|---|--|--------------------------------------|
| <input type="checkbox"/> Landers | <input type="checkbox"/> Wonder Valley | <input type="checkbox"/> Joshua Tree |
| <input type="checkbox"/> Twentynine Palms | <input type="checkbox"/> Yucca Valley | <input type="checkbox"/> Other_____ |

Colorado River:

- | | | |
|--------------------------------------|----------------------------------|-------------------------------------|
| <input type="checkbox"/> Big River | <input type="checkbox"/> Needles | <input type="checkbox"/> Other_____ |
| <input type="checkbox"/> Havasu Lake | | |

Adjacent Areas:

- | | | |
|--|---------------------------------------|-------------------------------------|
| <input type="checkbox"/> Laughlin, NV | <input type="checkbox"/> Palm Springs | <input type="checkbox"/> Walnut |
| <input type="checkbox"/> Los Angeles | <input type="checkbox"/> Palmdale | <input type="checkbox"/> Claremont |
| <input type="checkbox"/> Mira Loma | <input type="checkbox"/> Pomona | <input type="checkbox"/> Corona |
| <input type="checkbox"/> Norco | <input type="checkbox"/> Riverside | <input type="checkbox"/> Other_____ |
| <input type="checkbox"/> Bullhead City, AZ | | |

County of San Bernardino Department of Workforce Development Program Complaint and Grievance Procedures

If you believe you have been adversely affected by a decision or action of the local workforce system that is in violation of the Workforce Investment Act, you may file a grievance or complaint using the process described below.

If your complaint involves discrimination, please use the *Discrimination Complaint Procedures* form.

1. Ask to speak with a Department of Workforce Development Supervisor within 90 days of the day the **action or decision occurred.**
 - **A supervisor will contact you within 3 business days to discuss your complaint or grievance.**
 - **If you are not satisfied with the decision, go to Step 2.**
2. Ask to speak with the Department of Workforce Development Deputy Director about your complaint or grievance.
 - The Deputy Director will contact you within 7 business days of the day you spoke with the Department of Workforce Development Supervisor about your grievance or complaint.
 - If you are not satisfied with the decision, go to Step 3.
3. The Deputy Director will arrange a meeting for you to discuss your complaint or grievance with staff, witnesses and/or your service provider.
 - The meeting will take place within 25 business days of the day you spoke with the Department of Workforce Development Supervisor about your grievance or complaint.
 - If you are not satisfied with the decision, go to Step 4.
4. Obtain the *WDD 181C Program Complaint and Grievance Request for Hearing* form at any Employment Resource Center. Send the completed form to:

 Equal Opportunity Officer
 County of San Bernardino Department of Workforce Development
 215 North D Street - Suite 301
 San Bernardino, CA 92415-0046

The Equal Opportunity Officer must receive your written grievance or complaint within one year of the alleged WIA violation. For technical assistance with filing your complaint, contact the Equal Opportunity Officer at 909-387-9845. [TTY users can contact the Equal Opportunity Officer through the California Relay Service (711)].

I have read and understand the Department of Workforce Development's program complaint and grievance procedure.

Customer's Printed Name: _____

Customer's Signature: _____

Date: _____